

## **CLEANING SERVICES CONTRACT AND CONFIDENTIALITY AGREEMENT**

**THIS AGREEMENT** , is made and entered into this 1st day of February, 2021 by and between Troy Gentry (hereinafter called “Contractor”) and the Town of Spencer, a municipal corporation authorized and existing under the laws of the State of Indiana, by and through its Spencer Town Board (hereinafter called “Town”).

### **WITNESSETH:**

**WHEREAS**, Contractor has contracted to provide certain services and has rendered certain services to the Town which consist of cleaning services; and,

**WHEREAS**, Contractor employs her own means of transportation and selects her own hours of activity, and Contractor is not under the supervision or control of the Town.

**NOW THEREFORE**, in consideration of the mutual promises herein contained the parties agree as follows:

1. The parties do each in consideration for the promises and representations of each other, stipulate that the Contractor is an Independent Contractor and that the Town is not required to withhold any or all Federal income, Social Security, Withholding, or Indiana Gross Income taxes, to secure Worker’s Compensation insurance or employee’s liability insurance of any kind. Therefore, Contractor will receive a 1099 for services performed.
2. Contractor shall be responsible solely for its employees, agents, and servants acting on behalf of the Contractor during the course and scope of employment.
3. That the Contractor agrees to provide the cleaning services described upon the attached Exhibit “A” for the Town at the building located at 90 N West Street, Spencer, Indiana and commonly known as the Town Municipal Building/Police Station.
4. The Contractor agrees that the services will be performed no less than one (1) time per week and payment for Contractor’s services shall be the sum of \$125.00 per week.

5. The Contractor understands and agrees that his performance of duties and responsibilities will begin on February 1, 2021 and continue until rescinded by either party. The Contractor does not accrue any employment benefits by reason of his services and acknowledges that the contract may be terminated at any time, with or without cause, and without advance notice.
6. The Town will provide for the use by the Contractor in performance of this contract any and all cleaning supplies necessary for the Contractor to perform her cleaning services.
7. Contractor acknowledges and understands that some of the materials that are recovered in the cleaning process are confidential and privileged. The Contractor agrees not to reveal any of the contents of said documents, or to distribute or dispose of these properties in any manner inconsistent with the confidentiality, secrecy and privilege that these documents may confer.

**IN WITNESS WHEREOF**, the parties have set their hands and seals this 1st day of February, 2021.

**CONTRACTOR:**

\_\_\_\_\_  
Troy Gentry

Address: 2374 Hyden Road

Spencer, IN 47460

**TOWN OF SPENCER:**

\_\_\_\_\_  
Jon Stantz, President

ATTEST:

\_\_\_\_\_  
Cheryl Moke, Clerk/Treasurer

THIS INSTRUMENT PREPARED BY:

Richard W. Lorenz, Attorney at Law, Spencer, Indiana 47460

## EXHIBIT "A"

1. Remove trash from wastebaskets and place in dumpster
2. Vacuuming of all carpeted areas
3. Sweep and mop all hard surface areas
4. General dusting
5. Clean bathrooms
6. Clean kitchen area, including dishes
7. Clean the interior of windows